EXHIBIT A



August 16, 2018

Michael Love 822 North American St, Unit 4 Philadelphia, PA 19123

Dear Michael.

Welcome to Sunbelt Rentals! Please allow this letter to serve as an offer of employment for the position of Sales Development Director at PC 1092 in Paulsboro, NJ. Notwithstanding anything to the contrary contained in this letter, the provisions of this letter are a statement of our intentions and are not intended to be binding on either us or you unless and until we and you enter the Employment Agreement, attached hereto, containing the substance of this letter and, among other things, restrictive covenants and confidentiality provisions.

This offer is contingent upon your execution of the attached Employment Agreement, passing a drug test and background check, your completion of the Employment Eligibility Verification (I-9) form and presenting to the Company documentation of your identity and eligibility to work in the U.S., as required by federal law. Should you elect to accept our offer and comply with your obligations under the Employment agreement, your compensation will include the following:

- You will receive an annual salary of \$300,000.00, paid bi-weekly for 2 years, payable in accordance with the
 Corporation's regular payroll practices. After 2 years, your compensation plan will be re-evaluated, and more
 information will be provided at that time. Please note that a quotation of pay is not intended to imply employment for
 any time during this period.
- You shall receive a one-time bonus of \$50,000.00 at the end of each of your first 2 years of employment. Such bonus
 will be payable upon the completion of each year of employment.
- You will have the opportunity to receive a retention bonus of \$250,000.00.
- You will be entitled to the use of a company vehicle for business use. A fuel card will be provided and assigned to this
 vehicle.
- You shall receive 240 hours (6 weeks) of Paid Time Off (PTO) each year to be used in accordance with Corporation's
 policy in effect from time to time.
- You will be entitled to participate in the Corporation's benefit offerings immediately provided that you comply with all
 applicable enrollment procedures, including the provision of all necessary documentation for any dependents by
 September 12, 2018.
- You will retain your Interstate Aerials date of hire of 2/19/2007.

We look forward to having you join the team!

Sincerely.

Russ Brown

Executive Vice President



EMPLOYMENT AGREEMENT

SUNBELT RENTALS, INC., a North Carolina corporation with its principal office in Fort Mill, South Carolina

AGREEMENT

In consideration of the mutual promises and covenants of the parties, together with other valuable. consideration, the receipt and legal sufficiency of which are hereby acknowledged, Corporation and Employee have agreed as follows:

- Employment. Corporation hereby employs Employee and Employee hereby accepts employment 1. by the Corporation upon the terms and conditions of this Agreement.
- Duties. Employee shall serve as Sales Development Director. Employee shall perform such 2. duties as may be reasonably required by the Board of Directors ("Board"), the Chief Executive Officer or their designee from time to time. Changes in or additions to Employee's duties or title(s) under this Agreement are not to be accompanied by additional compensation unless expressly agreed to by Corporation. During the term of this Agreement, Employee agrees to serve Corporation faithfully and to devote substantially all of Employee's business time, attention and energies to the business of Corporation and to the proper and timely discharge of Employee's duties. Employee represents and warrants that Employee is not subject to any agreement or contract with any person or entity that will in any manner prevent Employee from performing any of Employee's duties under this Agreement. Employee further represents and warrants that Employee has not used or disclosed and will not use or disclose in the scope of Employee's employment any confidential, proprietary and/or trade secret materials, documents or information that Employee obtained from a former employer or one to whom Employee may owe any obligation of confidentiality or nondisclosure.

Remuneration and Fringe Benefits. 3.

- As full and complete remuneration for all personal services rendered as an employee 3.1 pursuant to Paragraph 2 hereof, for so long as Employee is employed hereunder by Corporation, Employee shall receive the following:
 - Initial compensation and Retention Bonus as set forth on Schedule 1 attached hereto. 3.1.1
 - Such applicable fringe benefits as may be provided by Corporation from time to time; 3.1.2 provided Employee is otherwise eligible and desires to participate; and provided further, that Corporation shall not be obligated hereby to implement any benefits not presently in existence or to continue to maintain any benefits presently in existence or to provide special benefits to Employee,
 - Employee shall be entitled to 240 hours (6 weeks) of Paid Time Off (PTO) each year to be 3.1.3 used in accordance with Corporation's policy in effect from time to time.
 - Reimbursement for all ordinary, necessary and reasonable business expenses, including 3.1.4 without limitation travel expenses, incurred by Employee in accordance with Corporation's policy in effect from time to time and in connection with the performance of Employee's duties pursuant to Paragraph 2 hereof. Reimbursement of such expenses shall be made after Employee presents appropriate written

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vouchers, bills, reports or other substantiation for such expenses in form acceptable to the Internal Revenue Service and in compliance with Corporation's policy.

- 3.1.5 Evidence of any reimbursable expenses set forth in this Paragraph 3 shall be provided to the Corporation by the Employee no later than thirty (30) calendar days following the close of the calendar year in which such reimbursement was incurred. Corporation shall reimburse such expenses within forty-five (45) calendar days after receipt of such evidence.
- 3.1.6 The exclusive use of a vehicle to be provided by Corporation. Corporation shall pay all expenses incident to the operation of such vehicle for business purposes, including, fuel, oil, insurance, maintenance and repairs.

4. Term and Termination.

- 4.1 The initial term of this Agreement and Employee's employment hereunder shall be two years, and shall commence effective as of the date of execution of this Agreement, and shall expire at midnight two years thereafter; provided, that the term of this Agreement shall be automatically extended for successive one year periods unless either party notifies the other that it does not intend for the term to be extended, which notice shall be given, except as provided in Paragraph 4.3, at least ninety days prior to the expiration of the then-current term of this Agreement.
- 4.2 Notwithstanding the provisions of Paragraph 4.1, this Agreement and Employee's employment hereunder may be terminated as follows:
 - 4,2.1 By the Corporation at any time, without notice and with immediate effect, for Cause. "Cause" means:
 - (i) Willful failure of Employee to substantially comply with reasonable written directives of Corporation's Officers or their designee.
 - (ii) Any of the following actions by Employee, if in the judgment of Corporation's Officers or their designee such actions are materially injurious to Corporation:
 - (a) excessive absenteeism,
 - (b) willful misconduct,
 - (c) actions involving moral turpitude, or
 - (d) illegal use of controlled substances.
 - (iii) Chronic illness or chronic disability of Employee that, in the judgment of Corporation's Officers or their designee, results in the inability of Employee to perform the essential functions of Employee's job hereunder with reasonable accommodation.
 - (iv) Material breach or default by Employee, which shall remain uncured five (5) business days after receipt of written notice from the Corporation that a material breach or default has occurred and is continuing.
 - 4.2.2 By the Corporation, upon notice to the Employee of termination without Cause.
 - 4.2.3 By Employee, with or without Cause, upon notice to the Corporation.

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- 4.3 In the event of a termination of Employee's employment hereunder without Cause by the Corporation, and provided Employee complies with the Restrictive Covenants and the Intellectual Property Rights in Paragraph 6, Employee shall be entitled to receive the Employee's base salary, contingent on Employee's acceptance and execution of an Individual Release Agreement (a form version, which Corporation reserves the right to amend at any time prior to termination of Employee's employment, is attached hereto as Schedule 2); which Individual Release Agreement is received by the Corporation unchanged, effective and irrevocable, no later than 60 days after the date of termination of Employee's employment; with the first payment being made on the 61st day following the date of termination of Employee's employment equal to the installments that would have been paid to and including the 61st day and then payable in installments in accordance with the Corporation's usual payroll practices for a period of one (1) year after the date of termination of Employee's employment.
- 4.4 The provisions of Paragraph 4.3, Paragraph 5, and Paragraph 6 of this Agreement shall survive termination or expiration of this Agreement or employment hereunder for any reason. Except as provided in Paragraph 4.3, termination of employment shall constitute termination of Corporation's obligations under Paragraph 3 hereof, effective immediately upon termination of employment. Without intending to limit the preceding sentence, Employee agrees that, immediately upon termination or expiration of Employee's employment for any reason, Employee shall return and surrender to Corporation the vehicle provided to Employee pursuant to Paragraph 3.1.6 of this Agreement.
- 5. Restrictive Covenants. For purposes of this Agreement, "Restrictive Covenants" mean the provisions of this Paragraph 5. It is stipulated and agreed that Corporation is engaged in the business of (i) selling and renting equipment, tools, climate control units, scaffolding, oil & gas equipment (including, but not limited to, man lifts, generators, light towers, trash trailers, shock subs, test separators, shower trailers, trash pumps, 3" water pumps, 6" water pumps, water transfer services, fuel trailers, air compressors, water stations, RV pack (light tower/water station combination), trailer houses, sewer systems, etc.) and parts for use in the manufacturing, industrial and construction industries, (ii) the sale of new and used OCTG goods, frac valve repairs, 500BBL tanks, interior & exterior coatings, heater trailers, burner assemblies for heater treaters; (iii) selling and renting tools, climate control units and homeowner repair equipment to retail consumers, and (iv) the provision of related services, including, but not limited to, the erecting and dismantling of scaffolding, providing crane trucks, delivery of OCTG goods, delivery of frac valves, burner installation and repair, test separator repair, catering services and portable restroom services (such business, together with any other lines of business in which the Corporation becomes engaged during the term of this Agreement, being referred to herein as the "Business"). It is further stipulated and agreed that as a result of Employee's employment by the Corporation, Employee will have access to valuable, highly confidential, privileged, and proprietary information relating to Corporation's Business, including, without limitation, existing and future equipment information, customer lists, identities of distributors and distributorships, sales methods and techniques, costs and costing methods, pricing techniques and strategies, sales agreements with customers, profits and product line profitability information, unpublished present and future marketing strategies and promotional programs, and other information regarded by Corporation as proprietary and confidential (the "Confidential Information"). Nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Employee cannot and will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected trade secrets and/or confidential or proprietary information as long as the disclosure is made in (i) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (ii) a complaint or other document filed in a lawsuit or other proceeding, as long as Employee makes every effort to ensure such filing is made under seal. Corporation will not retaliate against Employee in any way for a disclosure made in accordance with the law. In the event a disclosure is made, and Employee files a lawsuit against Corporation alleging that Corporation retaliated against Employee because of his disclosure, Employee may disclose the relevant trade secret or confidential information to his attorney and may use

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the same in the court proceeding only if (i) Employee ensures that any court filing that includes the trade secret or confidential information at issue is made under seal, and (ii) Employee does not otherwise disclose the trade secret or confidential information except as required by court order.

In consideration of the provisions of this Paragraph 5, the term of employment granted to Employee in Paragraph 4 of this Agreement and the payments and benefits referred to in Paragraphs 3 and 4.3 hereof, which Employee acknowledges are legally sufficient to support enforceability by the Corporation of the Restrictive Covenants against Employee, Employee agrees as follows:

- 5.1 During the term of this Agreement and after its termination or expiration for any reason, Employee will not, without Corporation's prior written consent, use, divulge, disclose, furnish, or make accessible to any third person, company, or other entity any aspect of Confidential Information, Intellectual Property (as defined below) or Proprietary Materials (as defined below) (other than as required in the ordinary discharge of Employee's duties hereunder). Employee will not otherwise use or disclose any Confidential Information, Intellectual Property or Proprietary Materials for any purpose, including through an online social networking website, except on Corporation's behalf.
- 5.2 During the term of this Agreement and for a period of one (1) year after the date of the expiration or termination of this Agreement for any reason or, if longer, for the period during which Employee is entitled to be paid under Paragraph 4.3 (the "Restrictive Period"), Employee shall not directly or indirectly:
 - 5.2.1 solicit on behalf of a competing business the employment of, any person who at any time during the twelve (12) calendar months immediately preceding the termination or expiration of this Agreement was employed by Corporation;
 - 5.2.2 provide or solicit the provision of products or services, similar to those provided by Corporation at the "Designated Stores" (as defined below), to any person or entity who purchased or leased products or services from Corporation at any time during the twelve (12) calendar months immediately preceding the termination or expiration of this Agreement for any reason and for or with whom Employee had contact, responsibility or access to Confidential Information related to such person or entity; provided, however, the restrictions of this Paragraph 5.2.2 shall be limited in scope to the "Territory" (as defined below)
 - 5.2.3 interfere or attempt to interfere with the terms or other aspects of the relationship between Corporation and any person or entity from whom Corporation has purchased, leased, or sold equipment, supplies or inventory at any time during the twelve (12) calendar months immediately preceding the termination or expiration of this Agreement and for or with whom Employee had contact, responsibility or access to Confidential Information related to such person or entity;
 - 5.2.4 compete with the Corporation, its successors and assigns by engaging, directly or indirectly, in the Business as conducted at the Designated Stores or in a business substantially similar to the Business as conducted at the Designated Stores, within the "Territory," as hereinafter defined; or
 - 5.2.5 provide information to, solicit or sell for, organize or own any interest in (either directly or through any parent, affiliate, or subsidiary corporation, partnership, or other entity), or become employed or engaged by, or act as agent for any person, corporation, or other entity that is directly or indirectly engaged in a business in the "Territory", as hereinafter defined, which is substantially similar to the Business as conducted at the Designated Stores or competitive with Corporation's Business as conducted at the Designated Stores; provided, however, that nothing herein shall preclude the Employee from (i) engaging in

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activities or being employed in a capacity that do not actually or potentially compete with Corporation's Business or (ii) holding not more than one percent (1%) of the outstanding shares of any publicly held company which may be so engaged in a trade or business identical or similar to the Business of the Corporation.

As used herein, the "Territory" means: the geographical area within a fifty (50) mile radius of any of the Corporation's stores in which, or in connection with which, Employee was assigned to at any time during the twelve (12) month period immediately preceding the termination or expiration of this Agreement for any reason (the "Designated Stores").

Solicitations and other communications made through an online social networking website, including but not limited to Facebook®, LinkedIn®, etc., violate this Agreement to the extent they otherwise constitute the type of conduct prohibited by this Paragraphs 5.1 and 5.2 of this Agreement.

- In the event of a breach or threatened breach by Employee of any of the Restrictive Covenants contained in this Paragraph 5, Corporation, in addition to and not in derogation of any other remedies it may have, shall be entitled to any or all of the following remedies:
 - It is stipulated that a breach by Employee of the Restrictive Covenants would cause irreparable damage to Corporation; Corporation, in addition to any other rights or remedies which Corporation may have, shall be entitled to an injunction restraining Employee from violating or continuing any violation of such Restrictive Covenants; such right to obtain injunctive relief may be exercised, at the option of Corporation, concurrently with, prior to, after, or in lieu of, the exercise of any other rights or remedies which the Corporation may have as a result of any such breach or threatened breach.
 - Employee agrees that upon breach of any of the Restrictive Covenants, Corporation shall be entitled to an accounting and repayment of all profits, royalties, compensation, and/or other benefits that Employee directly or indirectly has realized or may realize as a result of, or in connection with, any such breach.
 - Employee agrees that the Restrictive Period shall not include any period of time in which 5.3.3 Employee is in violation of the Restrictive Covenants.

Intellectual Property Rights. 6.

- Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean any of the following relating to the Corporation's business which are received, created, developed, conceived, or otherwise acquired or made by Employee in connection with Employee's employment with the Corporation: (i) computer programming code, designs, technology, techniques, processes, ideas, concepts, discoveries, algorithms, models, improvements, modifications, know-how, methods, developments, proprietary information, data, work product, works of authorship, and inventions (whether or not patentable); and (ii) patents, copyrights, trademarks, service marks, trade secrets, trade dress, or other intellectual property rights associated with the foregoing.
- Proprietary Materials. For purposes of this Agreement, "Proprietary Materials" shall 6.2 mean documents, materials, records, media and other tangible property (confidential or non-confidential) relating to the Corporation's business which are received, created, developed, conceived, or otherwise acquired or made by Employee in connection with Employee's employment with the Corporation.

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- 6.3 Ownership. Employee agrees that all Intellectual Property and Proprietary Materials shall be deemed "work for hire." Without limiting the prior sentence, Employee hereby assigns to the Corporation all of Employee's right, title, and interest in any Intellectual Property and Proprietary Materials. Employee hereby discloses prior inventions, in the section provided below, to avoid any possible uncertainty as to ownership. Employee agrees to execute, acknowledge and deliver any and all documents and instruments necessary or useful to confirm complete ownership thereof by the Corporation. Employee waives any and all moral rights Employee may have to the Intellectual Property in the United States and other countries (including without limitation any rights Employee may have under 17 U.S.C. § 106A). At the request and expense of the Corporation, Employee shall promptly cooperate and render whatever assistance may be requested for the Corporation to apply for, obtain, secure and enforce a patent, copyright, trademark, or other protection (in any and all countries) for the Intellectual Property. In the event the Corporation is unable, after reasonable effort, to secure Employee's signature on any document(s) reasonably necessary to apply for, obtain, secure or enforce any patent, copyright, trademark, or other protection for the Intellectual Property (whether because of Employee's physical or mental incapacity, incompetence or for any other reason whatsoever), Employee hereby irrevocably makes, constitutes, designates and appoints the Corporation and its duly authorized officers, agents and representatives as Employee's true and lawful agent and attorney-in-fact to act for and in Employee's behalf and stead with the power to execute and file such application(s) and to do all other lawfully permitted acts to secure and otherwise further the issuance and prosecution of any patent, copyright, trademark, or other protection for the Intellectual Property, with the same legal force and effect as if executed by Employee.
- Limited Exclusion Notification. Notwithstanding the provisions of Paragraph 6.3. 6.4 Employee is not obligated to assign Employee's rights in an invention that Employee can prove was developed entirely on Employee's own time without using the Corporation's equipment, supplies, facility or trade secret information except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the Corporation's business, or actual or demonstrably anticipated research or development of Corporation, or (ii) result from any work performed by Employee for the Corporation.
- Surrender of Books and Records. Employee acknowledges that all files, records, lists, designs, 7. specifications, formulas, books, products, Confidential Information, Proprietary Materials, Intellectual Property and other materials owned and used by Corporation in connection with the conduct of its Business shall at all times remain the property of Corporation, and that upon termination or expiration of this Agreement or employment hereunder for any reason or upon demand by Corporation, Employee will surrender to Corporation all such materials.
- Walver of Breach. The walver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- Severability. The provisions of this Agreement, particularly Paragraphs 5 and 6, are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions hereof.
- Acknowledgment of Reasonableness. Employee has carefully read and considered the provisions of this Agreement and expressly agrees that the provisions hereof, including without limitation the Restrictive Covenants, are fair and reasonable and reasonably required for Corporation's protection of its legitimate business interests, including, without limitation, the confidential and proprietary information and trade secrets of the Corporation, the substantial relationships between the Corporation and its customers, officers, directors, employees, independent contractors, agents and other personnel, and the goodwill of the Corporation. In the event that any provision of Paragraph 5 relating to the Restrictive Period, the Territory and/or the scope of activity restricted shall be declared by a court of competent jurisdiction to exceed the maximum time period, geographical area and/or scope of activity restricted that such court deems reasonable and enforceable under applicable law, the time period, area of

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restriction and/or scope of activity restricted that is held reasonable and enforceable by the court shall thereafter be the Restrictive Period, Territory and/or scope of activity restricted under this Agreement.

11. Addresses for Notices. Any notice contemplated, required, or permitted under this Agreement shall be sufficient if in writing and shall be deemed given when delivered personally or mailed by registered or certified mail, return receipt requested, to the addresses listed below:

(a) To Corporation: Sunbelt Rentals, Inc.

2341 Deerfield Drive

Fort Mill, South Carolina 29715 Attn: Human Resources Department

(b) To Employee: Michael Love

822 North American Street Unit 4 Philadelphia, Pennsylvania 19213

or such subsequent address(es) as the respective parties may hereafter by written notice designate.

- Governing Law, Forum. This Agreement shall in all respects be governed by and construed according to the laws of New Jersey. Any suit or other proceeding arising out of or relating to this Agreement shall be instituted and maintained in the state or federal courts sitting in Camden County, New Jersey, absent written consent of the Corporation to the contrary. Employee expressly waives any objections to such jurisdiction and venue and irrevocably consents and submits to the personal and subject matter jurisdiction of such courts in any such action or proceeding.
- 13. Compliance with Code Section 409A. This Agreement is intended and shall be interpreted so as to comply with Section 409A of the Code and the regulations thereunder ("Section 409A"), to the extent applicable. Any provision that would cause this Agreement to fail to satisfy Section 409A (if applicable) shall have no effect until amended to comply with Section 409A. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. For purposes of this Agreement, a termination of the Employee's employment shall mean a "separation from service" within the meaning of Section 409A. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Employee in connection with his or her termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Employee is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall be delayed until the earlier of six months or the Employee's death (the "Delayed Payment Date"). Any and all payments that would otherwise have been paid before the Delayed Payment Date shall be paid to the Employee in a lump sum on the Delayed Payment Date and any remaining payments shall be paid in accordance with their original schedule. All reimbursements (i.e. reimbursements for business expenses submitted in accordance with Sunbelt's policies) and in kind benefits (i.e. benefits provided directly to an employee in lieu of monetarily reimbursing the employee for such expense.) provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during the Employee's lifetime (or during a shorter period of time specified in this Agreement); (ii) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eliqible for reimbursement, or in kind benefits to be provided, in any other calendar year; (iii) the reimbursement of an eligible expense will be made no later than 2 ½ months after the end of the calendar year in which the expense is incurred; and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit. Notwithstanding the foregoing, in no event will the Corporation be liable for any taxes, interest, penalties, or other expenses as the result of non-compliance with 409A.

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- Successors, Heirs and Assigns. The rights and obligations of Employee under this Agreement 14. shall inure to the benefit of Corporation, its successors and assigns, and shall be binding upon Employee and his respective successors, heirs and permitted assigns. Corporation shall have the right to assign, transfer, or convey this Agreement to its affiliated companies, successor entities, or assignees or transferees of substantially all of Corporation's business activities. This Agreement, being personal in nature to Employee, may not be assigned by Employee without Corporation's prior written consent.
- Entire Agreement; Amendment. Except as otherwise provided in this Paragraph, this Agreement 15. contains the entire agreement of the parties hereto, and may not be changed or amended orally, but only by an agreement in writing expressly purporting to amend this Agreement signed by both parties hereto; provided, however, to the extent the Restrictive Covenants shall be determined to be unenforceable for any reason, then such Restrictive Covenants shall be deemed to be in addition to, and not in lieu of, any similar obligations or restrictions to which Employee may be subject under the terms of any prior agreement with Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, as is their intention, as of the day and year first above written.

Signature of Michael Love

Date.

WITNESSED BY

Signature of Russ Brown, Executive Vice President

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Initial by Sunbelt Manager: _____

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Disclosure of Prior Inventions (see Paragraph 6.3):						
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Schedule 1

Approved:

Nothing in this Schedule 1 shall be deemed to alter the "at-will" status of employment. Thus, either party may terminate the employment relationship at any time, with or without reason, and with or without prior notice. The terms and conditions are contingent on continued employment except where otherwise prescribed by law or specifically set out in writing herein.

All payments provided for in this Schedule 1 are "gross payments" that are subject to applicable tax withholding, and shall be payable in accordance with the Corporation's regular payroll practices, as such practices may exist from time to time, and the Fair Labor Standards Act or applicable state or local laws.

Eligibility to participate in any plan, whether compensation, benefits or otherwise, is subject to the terms and conditions contained in the plan's written documents as such plans may exist from time to time.

- 1. Salary + Bonus: You will receive a base salary plus bonus as follows:
 - a. Base salary in the annualized amount of \$300,000.00, paid bi-weekly for 2 years, payable in accordance with the Corporation's regular payroll practices. After 2 years, your compensation plan will be re-evaluated. You will receive more information at that time.
 - b. Employee will receive a one-time bonus of \$50,000.00 at the end of each of his first 2 years of employment. Such bonus will be payable upon the completion of each year of employment.
- 2. Company Vehicle: A company vehicle with a fuel card assigned thereto will be provided to you for business use.
- 3. <u>Retention Bonus</u>: Corporation hereby grants to the Employee the opportunity to receive a retention bonus in an amount equal to \$250,000.00, less applicable taxes and deductions (the "Retention Bonus").
 - a. Subject to the terms and conditions set forth in this Schedule 1, Paragraph 3, the Retention Bonus will become due and payable on the earlier of (i) August 13, 2020, provided that the Employee is employed by the Corporation as of such date, or (ii) the date of a termination of the Employee's employment (A) due to the Employee's death, (B) by the Corporation without Cause (as defined below) or (C) by the Employee for Good Reason (as defined below) (each such date, a "Payment Date"). The payment of the Retention Bonus will be made in a lump sum, in cash, less all applicable withholding taxes and deductions, within twenty (20) business days following the applicable Payment Date. For the avoidance of doubt, to the extent the Employee's employment with the Corporation is terminated prior to August 13, 2020 for any reason other than as contemplated by clause (ii) immediately above, the Retention Bonus will be forfeited and will not become due and payable.
 - i. For purposes of Schedule 1, Paragraph 3(a) only:
 - 1. "Cause" means:

a. refusal by the Employee to comply in all material respects with the reasonable written directives of the Corporation's officers or their designees or the Corporation's reasonable written policies and procedures; provided, that, the Corporation give notice to the Employee of the Cause event within thirty (30) days after the occurrence of the Cause event and such event is not corrected

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- in all material respects within five (5) days following receipt of the Corporation's written notification;
- b. failure by the Employee to meet the documented reasonable performance standards applicable to the Employee as may change from time to time;
- c. any of the following actions by the Employee, if in the reasonable judgment of the Corporation's officers or their designees such actions are materially injurious to the Corporation:
 - i. excessive absenteeism (other than resulting from illness or disability);
 - ii. willful misconduct;
 - iii. actions involving moral turpitude; or
 - iv. illegal use of controlled substances.
- d. chronic illness or chronic disability of the Employee that, in the reasonable judgment of the Corporation's officers or their designees, is expected to result in the inability of the Employee to perform the essential functions of the Employee's job with reasonable accommodation for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days.
- 2. "Good Reason" means the occurrence of any of the following events without the Employee's express written consent, provided, that, the Employee gives notice to the Corporation of the Good Reason event within thirty (30) days after the initial occurrence of the Good Reason event and such event is not corrected in all material respects by the Corporation within thirty (30) days following receipt of the Employee's written notification:
 - a reduction in the Employee's base salary or base hourly wage without a corresponding opportunity to recoup such reduction via another means (commission, profit share, etc.);
 - b. a material breach or default by the Corporation of the Employee's employment contract (if any) with the Corporation; or
 - c. a relocation of the Employee's principal place of employment, defined as PC 1092, located at 223 Paulsboro Road, Swedesboro, New Jersey 08085, by more than thirty (30) miles.
- ii. Notwithstanding the foregoing, payments under this Paragraph 3 shall be subject to the Employee's compliance with the Restrictive Covenants in Paragraph 5 of this Agreement and the Employee shall forfeit the Retention Bonus if the Corporation reasonably determines that the Employee has breached the Restrictive Covenants; provided, that, the Corporation give notice to the Employee regarding Employee's breach within thirty (30) days after Corporation's discovery of breach and such breach is not cured in all material respects within five (5) business days following receipt of the Corporation's written notification.

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b. The payments to which the Employee could become entitled under this Schedule 1, Paragraph 3 are intended to be exempt from Section 409A as defined by Paragraph 13. However, to the extent the Retention Bonus constitutes nonqualified deferred compensation subject to Section 409A, then (a) if the Retention Bonus becomes payable due to the Employee's termination of employment and at the time of such termination of employment, the Employee is deemed to be a "specified employee" within the meaning of Section 409A (and determined by the Corporation in accordance with its procedures or if none, the default methodology under Section 409A), then the Retention Bonus shall instead be paid within twenty (20) business days following the six (6) month anniversary of the Employee's termination of employment, and (b) termination of employment shall not be considered to occur for purposes of any provision of this Agreement until there is a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms will mean "separation from service." In no event may the Employee, directly or indirectly, designate the calendar year of payment of the Retention Bonus under this Agreement. The Corporation shall have no liability to the Employee or any other person if any provisions of this Agreement are determined to constitute or provide nonqualified deferred compensation subject to Section 409A but do not satisfy an exemption from, or the conditions of, Section 409A.

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EXHIBIT B

Schedule "A"

Employee Compensation Package:

Michael Love

Fixed Compensation:

Annual Salary: \$300,000.00

Health Insurance: 75/25 Horizon Blue Cross (Family)

Annual Bonus: \$50,000.00

Vehicle: Provided by Interstate Aerials

EZ Pass: Provided by Interstate Aerials

Gas Card: Provided by Interstate Aerials

Lap Top w\Air Card: Provided by Interstate Aerials.

Expense Account: (Must be approved by Matt/Ray)

Reimbursed by Interstate Aerials.

• Vehicle Maintenance: Reimbursed by Interstate Aerials.

Holidays: (New Years, Memorial day, 4th of July, Labor Day, Thanksgiving, Christmas, Floating Holiday) Paid

Vacation: (1-8 years) 5 Weeks

Vacation: (8 – 10 years) 6 Weeks

Personal/Sick Days:
 3 Personal/2 Sick (Need Dr. Note)

Future Compensation:

- So long as Employee is currently employed and in good standing the Company at the time of its sale to a 3rd party, Employee shall be entitled to a payment in the amount of 2.5% of the sales price, net of any and all costs, tax liabilities, and the like.
- In the event Matthew Lange shall pass away prior to the sale of the Company, Employee shall be entitled to remain as an Employee with the same compensation package until the Company is sold, so long as Employee remains in good standing.
- In the event that the Company is sold this contract will be good for one (1) year or 12 months from closing day of business. If the new company decides to terminate my employment during this time, the Employee will be paid a full 12 months of Salary and Medical Coverage as a severance package from that date.

Please note upon signing this contract agreement, you fully understand your employment responsibilities as well as your compensation.

Company: Interstate aerials LLC/ Employee: Michael Love

By: Michael Se

EXHIBIT C

From:

Case 1:20-cv-17611-Right-AMD porty 1641 PM illed 12/09/20 Page 18 of 51 PageID: 295 Sent:

mlove0926@gmail.com Го:

Subject:

resume mike

Attachments:

resume mike.docx

MICHAEL LOVE

100 South Newport Drive, Napa, Ca 94559 · (856) 296-7261 Mlove0926@gmail.com

Creative and Passionate professional motivated to maintain customer satisfaction through dedication to service, professionalism and hard work. Proven ability to establish rapport with customers, employees and venders to assist in driving continued sales and service expectations. Dependable and driven with a strong skill set in communicating, educating, coaching and creative negotiations.

EXPERIENCE

AUGUST 2018 - PRESENT

ACQUISITION TRANSITION/ NATIONAL & INDUSTRIAL SALES, SUNBELT RENTALS

After the acquisition was announced to the employees, my commitment was to comfortably transition all the employees, customers and the union agreements. Once we achieved 98% of employee and customer transfer into the new system's I was task with learning their systems, processes, while assisting their National Sales Team achieve stronger relationships with customers they were struggling with. I also had the opportunity to introduce my industrial clientele that were willing to invite Sunbelt to their RFQ/RFP.

FEBRUARY 2007 – AUGUST 2018 VICE PRESIDENT SALES/SHAREHOLDER, INTERSTATE AERIALS LLC

Matthew Lange owner of Interstate Aerials LLC was a longtime sales person to the businesses I was partnered in or owned. At Interstate Aerials I was tasked in the early days with establishing new customers, hiring and educating new sales employees, building internal processes, structure, culture, policies, safety procedures and our company playbook. My role with Interstate Aerial was ever changing as the business changed and grew. When I hired on board with Interstate, their revenues were peaking over \$1.2 million, with a great owner/mentor we built a regional business through culture and hard work into a \$60 million company with \$190 million in fleet.

JANUARY 2003 – JANUARY 2007 CO-OWNER/VP, NEW-DEL MANAGEMENT OF NEW JERSEY

New-Del Management was a minority owned Construction Management Company that functioned in the New Jersey, Eastern Pennsylvania and Delaware markets. New-Del was established to service both union and non-union specialty construction work through subcontractors. My Ex-wife and my self were the only employees within the business and responsible for \$3 million dollars in revenue each year. I was forced to close the business through divorce in 2007.

MARCH 2002 - JANUARY 2003

CO-OWNER/PRESIDENT, ADVANCED INSULATION SOLUTIONS INC

Advanced Insulation Services was a Commercial and Industrial Non-Union Insulation Company servicing the Greater NY, NJ, PA and Del Markets. My role at Advanced Insulation was Sales and Estimating. Our business was started when our family owned business of 20+ years was organized by the trades unions and converted from Non-Union to Union thru an employee vote. I was responsible for estimating upwards of \$28 million dollars to achieve 20% of new business year over year. (\$5 mm - \$6 mm Revenue Completed Business) Unfortunately operating in the Northeast Region as a Non-Union Specialty Contractor during this time period was very difficult and the company got organized.

JUNE 1985 - MARCH 2002

SALES\ESTIMATION, TEMPCO INSULATION CORPORATION

Tempco Insulation Corporation was a family owned and operated Industrial/Commercial Insulation company that focused on Time & Material contracts within the Refinery, Chemical and Power Market from New York to Florida. My role evolved over time with training in the field to sales, project management, estimation and a shared role in running the business with my four brothers. Tempco was responsible for maintaining a range of 85 to 125 employees and roughly \$6 to \$8 million dollars of annual revenue.

EDUCATION

JUNE 1988 – DECEMBER 1988
CERTIFICATE CLASS, STAR TECHNOLOGIES INSTITUTE
MECHANICAL BLUEPRINT READING

AUGUST 1985- OCTOBER 1987
SOME COLLEGE, BURLINGTON COMMUNITY COLLEGE
COMMUNICATIONS

SEPTEMBER 1981- JUNE 1985
HIGH SCHOOL DIPLOMA, HOLY CROSS HIGH SCHOOL

SKILLS

- Strong Social Skills
- Customer Service
- Hardworking and Efficient
- Business Experienced
- Computer Friendly

- Excellent Leadership
- Leader in Sales
- Coaching
- Problem Solving
- Thrives in fast-paced environment

HOBBIES:

FAMILY IS MOST IMPORTANT, TRAVEL, FOOD, MUSIC, WINE, EXERCISE, GOLF, SUP, KAYAKING, BOATING.

EXHIBIT D

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General Manager

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Cincinnati, OH

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General Manager

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General Manager

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General Manager

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General Manager

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Bend, OR

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Yard Technician

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Baltimore, MD

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Warranty Administrator

EquipmentShare

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Data Analyst

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Columbia, MO

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General Manager - Pump and Power

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Lubbock, TX

2 weeks ago



Heavy Equipment CDL Driver

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Heavy Equipment CDL Driver

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Phoenix, Arizona, United States

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Billing Analyst

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Service Manager

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General Manager - Pump and Power

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Heavy Equipment Field Technician

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Heavy Equipment CDL Driver

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Rental Coordinator

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Heavy Equipment Field Technician

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Service Manager

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Heavy Equipment Field Technician

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Heavy Equipment Field Technician

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Field and Shop Technician - Pump and

Power

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Heavy Equipment CDL Driver

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Warranty Support Specialist

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Ground Protection Regional Manager

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Heavy Equipment Field Technician

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Parts Manager

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Heavy Equipment Field Technician

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Heavy Equipment Shop Technician

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Austin, Texas, United States

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Shop Technician - Industrial Tooling

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Equipment Share

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Equipmert Shareent Share

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1 month ago

Parts Manager

Equipment Shareent Share

Denver, Colorado, United States

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Heavy Equipment Shop Technician

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EquipmentShare

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Sample Heavy Equipment CDL Driver - Pump and Equipments

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1 month ago · Apply Now



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EquipmentShare

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1 month ago



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Heavy Equipment Shop Technician

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Yard Technician

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EquipmentShare

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1 month ago



Rental Coordinator - Pump and Power

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Heavy Equipment CDL Driver

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Rental Coordinator - Pump and Power

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EXHIBIT E





Any word on my vacation time.

Not yet. May be hung up with equipment share... talking to Vicki at 1.

Thank you. Word travels quick but no big secret.

Vince and Wylie being there may raise some eyebrows from a contractual stand point. I'll work out the PTO today.

No conflict with Wiley. I am sure he served his non compete, is no longer a sunbelt employee and is free to do business wherever he chooses. As for Vince, he is still unemployment to my knowledge. Either way my role is not in the Paulsboro Market its building the team that will compete against your National Team.





Text Message

















EXHIBIT F

https://www.sunbeltrentals.com/locations/



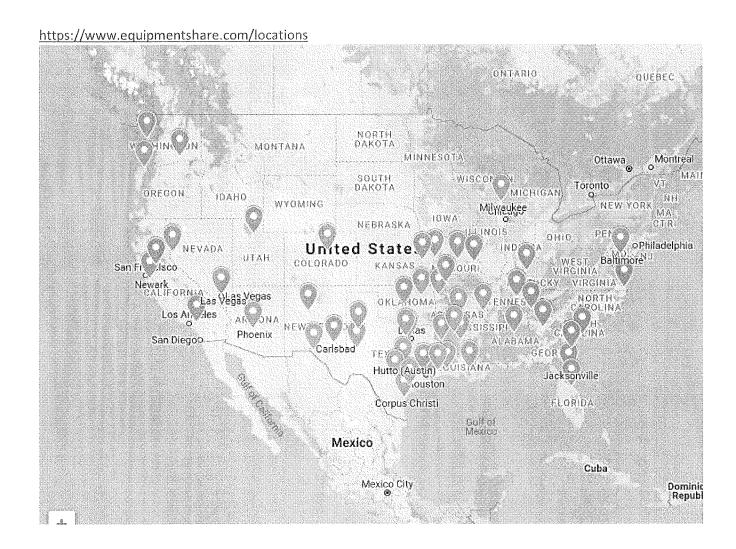


EXHIBIT G





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(https://blog.equipmentshare.com/sign-up/)

7.

October 9, 2020

Home (https://blog.equipmentshare.com/) / Recent (https://blog.equipmentshare.com/recent/) / EquipmentShare Continues Rental Location Expansion Throughout 2020

EquipmentShare Continues Rental Location Expansion Throughout 2020





LIV JACKSON

The EquipmentShare team is excited about the market expansion we've accomplished in the past couple of months. We have been working hard to engage in new markets all across the country to best serve our customers. Read on for a recap of the recent progress we've made.

Reno, Nevada

We are happy to announce that we are now operating in Reno from our new rental location at 3223 Mill St., in Reno, Nev., 89502. It's always an exciting opportunity when we're able to expand into a new territory, and we can't wait to help construction companies with their earthmoving and aerial work rental needs moving forward.

Baltimore, Maryland

Our Baltimore branch is off to a great start since we opened our doors in June. From the get-go, this location has seen units going on rent at a fast pace, and in addition to serving the greater Baltimore area, we're also renting to customers with jobs in Philadelphia, Wilmington, Del., and Virginia. With a staff of local, experienced individuals, we are ready to help anyone in and around Baltimore get started with a project.

Louisville, Kentucky

Our new location in Louisville has opened its doors and is ready for

equipment is available for rent now, and we're ready to help set you up with everything your team needs. You can find us at the yard, located at 9812 Vista Hills Blvd in Louisville, Ky., 40291.

Albuquerque, New Mexico

We have seen a very bright beginning at our location in Albuquerque. After just a few months, our Albuquerque location is already nearing their goals for their first phase of operation. The equipment rental experts are looking forward to building more relationships with customers in the area and growing the business as we enter the final quarter of 2020.

Denver

We have officially moved into our new home in Denver! Our new location's address is 15427 East Fremont Dr., Centennial, Co., 80112, but we're serving the greater Denver area. EquipmentShare has served Denver for more than a year already, and now we're excited to be in our permanent location so we can provide the best rental experience to our loyal customers.

Jacksonville, Florida

We are expanding our presence in Jacksonville to include a new location. We've set up shop at 11250 Business Park Blvd. Ste. B, Jacksonville, Fla., 32256. What's even more exciting is that our newest location in Jacksonville will offer specialty pumping and power solutions for our industrial customers' unique jobs.

Birmingham, Alabama

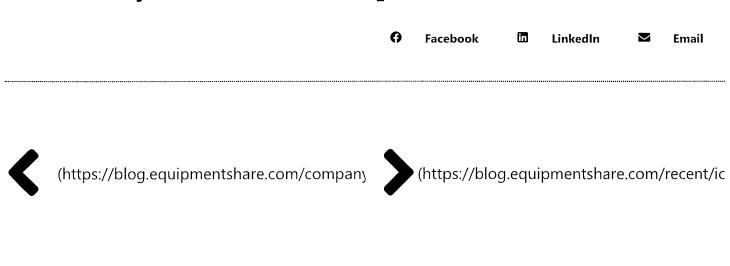
In the coming weeks, we'll make the move to our new branch in Birmingham, Ala. Be on the lookout for updates on where you can find us for all of your project needs in the greater Birmingham area.

Our list of locations is growing every day! Find a location near you at equipmentshare.com/locations (http://equipmentshare.com/locations). And be sure to stay tuned to The Yard for more updates on our market expansion journey.

Author

Liv Jackson (https://blog.equipmentshare.com/author/liv-jackson/)

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District Sales Manager

EquipmentShare Baltimore, MD

Expired: October 19, 2020. Applications are no longer accepted.

EquipmentShare is Hiring a District Sales Manager

EquipmentShare is searching for a District Sales Manager for our Northeast region office to help EquipmentShare grow its footprint.

About EquipmentShare

EquipmentShare is dedicated to creating a **connected jobsite for the modern contractor**. We deliver user-friendly technology solutions that help contractors maximize their equipment uptime, reduce risk exposure and increase productivity. EquipmentShare's product offerings include an improved equipment rental experience, fleet tracking and asset management software, hardware security solutions and predictive service and maintenance applications.

EquipmentShare is the fastest-growing, independently owned construction equipment rental company in the country. We serve dozens of markets across the U.S. and are on track to create a national footprint in every major market in the country by the end of 2023. Our branch locations are equipped with a broad range of construction equipment, ranging from 150-foot telescopic booms to 120,000-lb. track excavators.

EquipmentShare's rapid growth goes beyond meeting a demand for equipment rentals in booming new markets. Instead, our mission begins with our rental product, and it's a testimony to our ability to improve industry standards and better serve the customer. Our expansion and customer retention is a validation of strong contractor demand for the smart jobsite technology we've built into our rental fleet. And it's just the beginning of our journey to establishing a global presence.

Your Opportunity to Grow With Us

The EquipmentShare team is a close-knit group of professionals who all share an interest in providing a service and product that improve our customer's experience. Above all, we care about building something people want, and the only way to do that is by assembling a skilled, passionate and talented team. Our mission is to improve productivity and efficiency throughout the entire construction industry, and our people are how we make achieving that goal possible.

We're seeking a District Sales Manager who loves a challenge and wants the opportunity to grow with a fast-paced company. Industry competitors often have layers of tenured management that create barriers to career advancement. The opportunity for career growth is unparalleled at EquipmentShare, where you'll find no

12/3/202 Case 1:20-cv-17611-RMB-AMD is the comment of 10 Filed 12/09/20 Page 50 of 51 Page 10: 1977 shortage of challenging yet fulfilling work, chances to build new skills and supportive teammates who will push you to achieve your best.

Primary Responsibilities

- Lead by example and inspire others to perform to their highest potential, maintaining a professional appearance at all times.
- Responsible for building a team. Recruiting sources, interview, hire, train and develop amazing people.
 Conduct reviews and performance evaluations as necessary to produce positive results. Assist location personnel in training for all system requirements.
- Ensure maximum sales performance at multiple locations.
- Conduct monthly reviews with sales representatives to understand their territory and business trends.
 Identify and recommend areas for improvement and future revenue opportunities and estimate profit projections.
- Monitor sales metrics including, but not limited to: fleet utilization; territory coverage; new account production; rate achievement; aged receivables and customer satisfaction.
- Effectively, clearly and accurately communicate information to keep the sales team informed of issues. Provide action items to improve issues with a sense of urgency.
- Establish reasonable and measurable goals with well defined expectations for the sales team members.
- Maintain a safe and healthy work environment by establishing, following and enforcing standards and procedures while complying with legal regulations.

About You

Our mission to change an entire industry is not easily achieved, so we only hire people who are inspired by the goal and up for the challenge. In turn, our employees have every opportunity to grow with us, achieve personal and professional success and enjoy making a tangible difference in an industry that's long been resistant to change.

Skills & Qualifications

- You have a valid driver's license and clean driving record.
- · You are authorized to work in the U.S.
- · You have strong interpersonal and problem-solving skills.
- You can adapt to the fast pace of a growing company and stay continuously educated on the latest EquipmentShare products and services.

Why We're a Better Place to Work

- Competitive salary
- Health insurance and medical coverage benefits
- 401(k)
- Generous paid time off
- Stocked breakroom and full kitchen
- Free weekly team workout at a local gym

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- Volunteering and local charity initiatives that help you nurture and grow the communities you call home through EquipmentCare
- Opportunities for career and professional development with conferences, events, seminars, continued education

Since our founding in 2015, we've had explosive growth-and we're not stopping anytime soon. Ready to
invest in our mission, invest in yourself and discover a better place to work? Then we'd love to meet
you. Apply today.

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EquipmentShare

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